

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, NOVEMBER 2ND, 1999
7:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 S. PINE STREET
WALHALLA, SC 29691

1. Call to Order
2. Invocation
3. Public Comment Session not to Exceed Thirty Minutes
4. Approval of Minutes
5. Discussion Regarding Classification/Compensation Study for County Employees – Mrs. Melissa Welborn & Mr. Joe Newton, SC Appalachian Council of Governments
6. Consideration of Appointment of Code Enforcement Officer – Mr. Tom Hendricks, Planning Director
7. Consideration of Requests for Quotes for Wireless Communication Consultants – Mr. Tom Hendricks, Planning Director & Ms. Marianne Dillard, Purchasing Agent
8. Consideration of Bids for Hydroseeder – Ms. Marianne Dillard, Purchasing Agent
9. Consideration of Approval of SC Department of Commerce Grant in the Amount of \$20,959.10 for Improvements at the Oconee County Regional Airport – Mr. Marion Lyles, Airport Manager
10. Consideration of Request to Purchase Computer for Oconee County Voter Registration & Election Commission
11. Third & Final Reading of Ordinance 99-15, “AN ORDINANCE SETTING FORTH THE SUBSTANCE ABUSE POLICY AND PROCEDURE FOR OCONEE COUNTY EMPLOYEES”
12. First Reading of Ordinance 99-16, “AN ORDINANCE TO PROVIDE FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$1,500,000 FROM THE FUND BALANCE ACCOUNT OF OCONEE COUNTY, SOUTH CAROLINA FOR THE CONSTRUCTION OF “T” HANGARS AND CORPORATE HANGARS AT THE OCONEE COUNTY REGIONAL AIRPORT AND OTHER MATTERS RELATING THERETO”
13. Consideration of Approval of Request to Donate the Earle House to the City of Walhalla

A G E N D A

November 4, 1999

14. Old Business
15. New Business
16. Adjourn

There will be an administrative briefing for the purpose of discussing, legal, contractual and personnel matters thirty minutes before the Council Meeting.

The Oconee County Courthouse Committee will meet Monday, November 1, 1999 at 5:30 PM in Council Chambers to further discuss the Courthouse Master Plan and Feasibility Study.

The Purchasing, Contracting, Real Estate, Building & Grounds Committee will meet Tuesday, November 2, 1999 at 5:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing an addition at Lila Doyle and construction of hangars at the airport.

There will be a meeting of the Oconee County Law Enforcement, Safety, Health, Welfare & Services Committee Thursday, November 4, 1999 at 5:30 PM for the purpose of discussing the contract between Oconee County and the Humane Society and office space for the Seneca Magistrate and PTI.

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck" Timms, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, November 2, 1999 at 7:00 PM in Council Chambers with all Council Members and the County Attorney present.

Press:

Members of the press notified (by mail): Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, The Times Upstate, WGOG Radio, WSNW Radio, WCCP Radio, WPEK Radio, Northland Cablevision, WYFF TV, WSPA TV & WLOS TV.

Members of the press present: Brian Fulkerson – Journal/Tribune & Ashton Hester – Keowee Courier.

Call to Order:

The meeting was called to order by Vice Chairman Hamilton in the absence of Supervisor-Chairman Orr.

Invocation:

Mr. Hall gave the invocation.

Public Comment Session:

Mr. B. J. Littleton stated he would like to see a freeze on hiring in the county, he also questioned what happened to the canopy that was over the walkway when this building was used for a school, he further asked that Council support a Resolution that the Confederate flag remain atop the State House. Mr. Littleton also expressed feelings it would be better for the county to hire someone to hydroseed rather by purchase a hydroseeder, he further expressed a desire to have tornado warning sirens in the county and he felt the packer would save monies in the long run.

Minutes:

Mrs. Thomas made a motion, seconded by Mr. Hall, approved 4 – 0 that the minutes of the regular meeting held October 19, 1999 be adopted as printed.

Ordinance 99-17:

Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 4 – 0 that Ordinance 99-17, “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND AMOCO FABRICS AND FIBERS COMPANY, AS LESSEE; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES” be adopted on first reading in title only.

Classification/Compensation Study:

Mr. Joe Newton & Mrs. Melissa Welborn of the SC Appalachian Council of Governments addressed Council regarding the upcoming classification/compensation study of county employees. Mrs. Welborn informed Council the plan will be competitive to attract and retain competent employees, fair to pay the employees with similar work responsibilities and conditions similar pay and legal to conform to state and federal wage and salary laws. The study is expected to be completed in April to be included in the 2000-2001 fiscal year budget. Council requested that the benefits offered by the county be studied in conjunction with the classification/compensation study. (See attachment)

Code Enforcement Officer:

Mr. Timms made a motion, seconded by Mr. Thomas, approved 4 – 0 that Mr. Tom Hendricks, County Planner, be appointed as a Code Enforcement Officer for the enforcement of Ordinance 99-9, “AN ORDINANCE ESTABLISHING A UNIFORM FEE FOR ALL VIDEO POKER MACHINES LOCATED IN THE UNINCORPORATED AREAS OF THE COUNTY”.

Wireless Communication Consultants:

Mr. Tom Hendricks, County Planner, and Ms. Marianne Dillard, Purchasing Agent, recommended CompComm as the company to complete a feasibility study on cell tower location sites in the county, the mapping of the sites and inventorying the present towers. However, after some discussion, it was deemed appropriate by Council to postpone the awarding of this until the next meeting after Council has an opportunity to study the quotes.

Hydroseeder:

Upon recommendation of Ms. Dillard, Mr. Thomas made a motion, seconded by Mr. Timms, approved 4 – 0 that the bid for a hydroseeder be awarded to Malcom Enterprises who was low bid at \$29,085. (See attached bid sheet)

Grant for Airport:

Upon recommendation of Mr. Marion Lyles, Airport Manager, & Mrs. Sallie Lowry, Grants Coordinator, Mr. Hall made a motion, seconded by Mrs. Hughes, approved 4 – 0 that the attached South Carolina Department of Commerce Grant(s) in the total amount of \$34,315.60 be adopted. (See attachments)

Computer for Voter Registration:

Mrs. Hughes made a motion, seconded by Mr. Hall, approved 4 – 0 that the moratorium be lifted to allow Voter Registration to purchase a laptop computer. (See attached request)

Ordinance 99-15:

Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 4 – 0 that Ordinance 99-15, “AN ORDINANCE SETTING FORTH THE SUBSTANCE ABUSE POLICY AND PROCEDURE FOR OCONEE COUNTY EMPLOYEES” be adopted on third and final reading.

Ordinance 99-16:

Mr. Hall made a motion, seconded by Mrs. Hughes, approved 4 – 0 that Ordinance 99-16, “AN ORDINANCE TO PROVIDE FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$1,500,000 FROM THE FUND BALANCE ACCOUNT OF OCONEE COUNTY, SOUTH CAROLINA FOR THE CONSTRUCTION OF “T” HANGARS AND CORPORATE HANGARS AT THE OCONEE COUNTY REGIONAL AIRPORT AND OTHER MATTERS RELATING THERETO” be adopted on first reading in title only and that it set forth the construction of forty-two (42) “T” hangars and three (3) corporate hangars.

Earle House:

Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 4 – 0 that the “Earle House” adjacent to the courthouse be donated to the City of Walhalla and the city be given a sixty (60) day negotiable notice to move the house once the county notifies the city it needs to be moved. Mr. Thomas informed Council the “Earle House” will be used for public purposes such as the Chamber of Commerce, etc.

Public Hearing for Ordinance 99-16:

A public hearing to receive written and/or oral comments regarding Ordinance 99-16, "AN ORDINANCE TO PROVIDE FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$1,500,000 FROM THE FUND BALANCE ACCOUNT OF OCONEE COUNTY, SOUTH CAROLINA FOR THE CONSTRUCTION OF "T" HANGARS AND CORPORATE HANGARS AT THE OCONEE COUNTY REGIONAL AIRPORT" was scheduled Tuesday, December 7, 1999 at 7:00 PM.

Gravel for James M. Brown School:

Council deemed it appropriate that the request for gravel at the James M. Brown School be made by the Superintendent of Education before Council considered such a request.

Executive Session:

Mrs. Hughes made a motion, seconded by Mr. Hall, approved 4 – 0 that Council go into executive session to discuss a personnel matter.

Open Session:

(Personnel Matters):

When open session resumed, Mr. Hamilton informed those present that there was nothing to report on one of the items discussed, however, the salary of the IT person and the request of Mr. Hendricks that the SC Appalachian Council of Governments make a recommendation regarding an employee that has a degree in planning would be assigned to the Personnel & Intergovernmental Committee.

The Personnel & Intergovernmental Committee scheduled a meeting Tuesday, November 16, 1999 at 2:00 PM in Council Chambers to discuss the above referenced matters.

(Airport):

Mr. Hall made a motion, seconded by Mr. Thomas, approved 4 – 0 that the Committee's recommendation that upon adoption of Ordinance 99-16 the construction of hangars at the airport be awarded to Triad Construction who was low bid on the design/build concept at \$1,082,850 and anything above five percent (5%) of this cost be brought back to Council before any action is taken. This includes work on the existing hangars and the construction of forty-two (42) "T" hangars and three (3) corporate hangars. (See attached bid sheet)

(Lila Doyle):

Mr. Timms, Chairman, Purchasing, Contracting, Real Estate, Building & Grounds Committee, informed Council it was the recommendation of the committee that the request for an addition to Lila Doyle be referred to the Budget & Finance Committee. This recommendation was adopted unanimously.

The Budget & Finance Committee scheduled a meeting Tuesday, November 16, 1999 at 1:00 PM in Council Chambers to discuss this matter.

(Seneca Library):

Mr. Timms informed Council that it was determined that we have an emergency situation with the roof at the Seneca Library and County Engineer Jon Caimie and Public Buildings Director Jim Smith are going to give Council a recommendation for a short term solution.

(Vibratory Padfoot Compactor):

Mr. Thomas informed Council it was the recommendation of the Purchasing, Contracting, Real Estate, Building & Grounds Committee that the \$65,000 in the Supervisor's Office for a chemical truck plus \$35,000 of the \$1,500,000 for the construction of hangars at the airport be used to purchase a vibratory padfoot compactor which will be issued to the Road Department after the hangar site preparation is completed. Mr. Hall made a motion, seconded by Mrs. Hughes, approved 4 – 0 that this recommendation be adopted contingent upon a County Attorney opinion, the \$65,000 coming from the Supervisor's Budget and the \$35,000 not causing the airport project to go over the \$1,500,000.

(Roadway):

In response to Mr. Timm's inquiry Mr. Thomas informed Council that an individual who has damaged a county roadway has agreed to repair the roadway to county specifications.

(Coalition Meeting):

Mr. Timms informed Council that he had attended the Coalition meeting last Friday and there were several items that department heads were aware of and it was his feelings that they should come before Council to address these matters.

(Village Creek Roadway):

Mr. Hall informed Council that Village Creek Roadway had been patched a year ago and the residents were told the roadway would be paved, he further informed Council it needed to be resurfaced and invited each Council Member to look at the roadway.

Adjourn:

Adjourn: 10:00 PM

Respectfully Submitted

Opal O. Green
Council Clerk

FEDDER, CAIN & NORTON, L.L.P.
ATTORNEYS AT LAW
339 BYPASS 123 • POST OFFICE BOX 698
SENECA, SC 29679
TELEPHONE (864)882-6608
FACSIMILE (864)882-7182

Timothy M. Cain, P.A.
Bradley A. Norton

W.J. Fedder (Of Counsel)

October 29, 1999

To: All interested persons

From: Tim Cain

Re: Addition to agenda

Please be advised that pursuant to the direction of Mr. Harrison Orr, Supervisor-Chairman of the Oconee County Council, the Agenda for the Tuesday, November 2, 1999 meeting of the Oconee County Council scheduled for 7:00 pm at the County Administrative Offices, 415 S. Pine Street, Walhalla, South Carolina shall be amended to add the following item:

4 (a). FIRST READING OF ORDINANCE 99-17, AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND AMOCO FABRICS AND FIBERS COMPANY, AS LESSEE; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES, in title only.

This memo is being generated from this office due to the fact that the Council Clerk was unavailable this date.

Should there be any questions, please do not hesitate to contact me.

Thank you for your attention to this matter.

ORDINANCE

DRAFT

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND AMOCO FABRICS AND FIBERS COMPANY, AS LESSEE; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 4, Chapters 1, 12, and 29, and Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (jointly the "Act"), to acquire, or cause to be acquired, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of Oconee County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a lease agreement or such other fee agreement, as defined in the Act, with respect to such project(s); and

WHEREAS, Amoco Fabrics and Fibers Company, a company already known to the County and a wholly-owned subsidiary of BP Amoco Corporation, a corporation duly organized and existing under the laws of another state of and authorized to do business in the State of South Carolina (the "Company"), has requested the County to participate in executing an Inducement Agreement, a Lease Agreement, a Millage Rate Agreement, and a Fee-In-Lieu-of-Tax Agreement or other such fee agreement (the "Amoco Fabrics and Fibers Company Project") pursuant to the Act for the purpose of authorizing and of acquiring by purchase and construction certain

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buildings, machinery, apparatus, and equipment, for the purpose of the manufacture and production of non-woven textile products (the "Project"), all as more fully set forth in the Lease Agreement to be negotiated by and between the County and Company; and

WHEREAS, the County has determined and hereby finds that the Project would benefit the general public welfare of Oconee County by providing service, employment, recreation or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation and retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement, Lease Agreement, Millage Rate Agreement, and Fee-In-Lieu-of-Tax Agreement or other such agreement and to that end has, by its Resolution adopted on October 19, 1999, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, by separate County Council Ordinance a Lease Agreement containing a Fee-In-Lieu-of-Tax Agreement or other such fee agreement; and

WHEREAS, the County Council has caused to be negotiated and prepared the form of the Lease Agreement by and between the County and the Company which includes the Agreement for payment of a Fee-In-Lieu-of-Tax; and

WHEREAS, it appears that the instrument above referred to, which is to be negotiated, is an appropriate instrument to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South

Carolina, as follows:

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Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State of South Carolina by assisting the Company to locate an industrial facility in the State of South Carolina, the acquisition by the County and the subsequent lease to the Company of land, a building or buildings, and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of the manufacture and production of non-woven textile products is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes and the special source credits set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of Oconee County by providing service, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation and retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

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(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Lease Agreement are to be negotiated by and between the County and Company and then presented to the County Council and filed with the Clerk of the County Council and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Lease were set out in this Ordinance in its entirety. The Supervisor/Chairman of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the County, and thereupon to cause the Lease Agreement to be delivered to the Company and cause the Lease Agreement to be recorded in the Office of the Clerk of Court for Oconee County. The Lease Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Lease Agreement now before this meeting.

Section 4. The Supervisor/Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Lease and the performance of all obligations of the County under and pursuant to the Lease.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith, to the extent of such conflict, are hereby repealed and this Ordinance shall take effect and in full force from and after its passage and approval.

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Done in meeting duly assembled this ___ day of October,
1999.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Harrison E. Orr, Supervisor/Chairman,
Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council,
Oconee County, South Carolina

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Oconee County Classification and Compensation Study

Study Methodology

Appalachian Council of Governments

November 2, 1999

Overview

- ◆ Purpose and Objectives
- ◆ Methodology
- ◆ Implementation

Purpose and Objectives

Establishes a framework to pay employees.

New compensation plan will be:

- ◆ Competitive - to attract and retain competent employees
- ◆ Fair - to pay employees with similar work responsibilities and conditions similar pay
- ◆ Legal - Conforms to state and federal wage and salary laws

The new plan will allow administration to plan and control salary expenditures within goals established by Council.

Methodology

Job Descriptions

Accurate description of each job. Includes duties, education, and experience requirements, and working conditions. Includes physical requirements for ADA compliance.

Job descriptions are not a contract. They are merely guidelines.

Methodology (Cont...)

Job Evaluations

Each job is reviewed to determine its relative worth to the organization.

Sample Factors:

- ◆ Knowledge of Job, Complexity of Position, and Scope and Effect
- ◆ Supervisory Controls and Guidelines Received
- ◆ Personal Contacts and Purpose of Contacts
- ◆ Working Conditions (Physical Demands, Work Environment)

Methodology (Cont...)

Salary Survey Data

Compares Oconee County pay to similar jurisdictions based on:

- ◆ Location
- ◆ Population
- ◆ Budget Size
- ◆ Number of Employees

Implementation

- ◆ Jobs are ordered based on the point system and external salary data.
- ◆ A pay table is established with step levels to match the current system.
- ◆ Various options are considered to place each employee on a pay step.
- ◆ The study will be completed no later than April, 2000 for proposed implementation in the following fiscal year.

October 26, 1999

Hydroseeder for
Road Department

Bid No. 99-16
Walhalla, SC 29691

BIDDER	Malcom Enterprises	Powell Brothers	Oconee Implement	Palmetto Lawn & Leisure	Oakway Tractor
Base Bid - Hydroseeder	24,440.00	27,190.00	28,000.00	No Bid	No Bid
SC Sales Tax	*1,222.00	1,359.50	1,400.00		
Total Bid Price - Hydroseeder	*\$25,662.00	\$28,549.50	\$29,400.00		
Option 1 - Hose Reel Package	3,260.00	3,040.00	3,000.00		
SC Sales Tax	163.00	152.00	150.00		
Total Bid Price - Hose Reel Package	\$3,423.00	\$3,192.00	\$3,150.00		
Grand Total	\$29,085.00	\$31,741.50	\$32,550.00		
(* - corrected math)					
Model	Finn T90 Series II	Reinco HG-10GX2	Reinco HG-10GX2		
Delivery	2 weeks	30 days	45 days		
Attended Bid Opening:	Gail Dickie, Marianne Dillard and Ann Albertson				

**BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691**

The Company of Malcom Enterprises Inc.
Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for a hydroseeder for the Road Department .

BASE BID – Hydroseeder \$ 24,440.00

S. C. Sales Tax (5%) \$ 1,222.40

TOTAL Bid Price - Hydroseeder \$ 25,670.40

OPTION 1 – Hose Reel Package \$ 3,260.00

S. C. Sales Tax (5%) \$ 163.00

TOTAL Bid Price – Hose Reel Package \$ 3,423.00

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>NONE</u>	<u>NONE</u>
<u>NONE</u>	<u>NONE</u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 2 weeks after order receipt.

Bidding Organization: Malcom Enterprises Inc.

Mailing Address: 5999-E Goshen springs Road Norcross, Ga. 30071

Signature of Bidder's Representative: *Jerry L Malcom*

Print Name of Bidder's Representative: Jerry L. Malcom

Title: Owner/President Date: 10/22/99

Telephone: (770) 448-0805 Fax: (770) 448-7806

BID SUPPLEMENTAL FORM

OCONEE COUNTY PURCHASING DEPARTMENT

415 S. PINE STREET, ROOM 107

WALHALLA, SOUTH CAROLINA 29691

DATE: 10/22/99 BID NO 99-16

The Malcom Enterprises Inc. takes the following exceptions:
(Bidder)

NONE--Bid exactly as specified.

SIGNATURE: _____

Jimmy L. Malcom

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The Power Bros. J & Co. Inc.
Submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for a hydroseeder for the Road
Department .

BASE BID - Hydroseeder	\$ <u>27190.00</u>
S. C. Sales Tax (5%)	\$ <u>1359.50</u>
TOTAL Bid Price - Hydroseeder	\$ <u>28549.50</u>
OPTION 1 - Hose Reel Package	\$ <u>3040.00</u>
S. C. Sales Tax (5%)	\$ <u>152.00</u>
TOTAL Bid Price - Hose Reel Package	\$ <u>3192.00</u>

The above stated bid is based on all applicable specifications, drawings, etc. associated with this
bid and the following additional Addenda issued subsequent to the basic specifications and/or
drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is
issued, write the word "NONE".

Addendum Number	Date
_____	_____
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra
computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: Within 30 days
Bidding Organization: Power Bros. J & Co. Inc.
Mailing Address: P.O. Box 1095 Seneca S.C. 29167
Signature of Bidder's Representative: Jerry M. Powell
Print Name of Bidder's Representative: Jerry M. Powell
Title: Pres. Date: 10/22/99
Telephone: 882-4077 Fax: 882-3197

BID SUPPLEMENTAL FORM

OCONEE COUNTY PURCHASING DEPARTMENT

415 S. PINE STREET, ROOM 107

WALHALLA, SOUTH CAROLINA 29691

DATE: 10/22/99 BID NO 99-16

The Power Bros. Inc. (Bidder) takes the following exceptions:

We are bidding Model HG-106-X2
hydro grasser
See Attached

SIGNATURE: [Handwritten Signature]

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The OCONEE IMPLEMENT COMPANY, INC.

Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for a hydroseeder for the Road Department .

BASE BID – Hydroseeder	<u>\$ 28,000.00</u>
S. C. Sales Tax (5%)	<u>\$ 1,400.00</u>
TOTAL Bid Price - Hydroseeder	<u>\$ 29,400.00</u>
OPTION 1 – Hose Reel Package	<u>\$ 3,000.00</u>
S. C. Sales Tax (5%)	<u>\$ 150.00</u>
TOTAL Bid Price – Hose Reel Package	<u>\$ 3,150.00</u>

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>NONE</u>	<u>10-25-99</u>
<u> </u>	<u> </u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: will ship within 45 days in receipt of signed P.O.

Bidding Organization: Oconee Implement Company, Inc.

Mailing Address: P. O. Box 679, Westminster, SC 29693

Signature of Bidder's Representative: *B. M. England, JR.*

Print Name of Bidder's Representative: B. M. England, JR.

Title: President Date: 10-25-99

Telephone: 864-647-2656 Fax: 864-647-6920

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The _____
Submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for a hydroseeder for the Road
Department .

BASE BID – Hydroseeder \$ _____

S. C. Sales Tax (5%) \$ _____

TOTAL Bid Price - Hydroseeder \$ _____

OPTION 1 – Hose Reel Package \$ _____

S. C. Sales Tax (5%) \$ _____

TOTAL Bid Price – Hose Reel Package \$ NO BID

cannot provide

The above stated bid is based on all applicable specifications, drawings, etc. associated with this
bid and the following additional Addenda issued subsequent to the basic specifications and/or
drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is
issued, write the word "NONE".

Addendum Number Date

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra
computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: PALMETTO LAWN & LEISURE

Bidding Organization: 105 CORLEY MILL ROAD
LEXINGTON, SC 29072

Mailing Address: _____

Signature of Bidder's Representative: _____

Print Name of Bidder's Representative: _____

Title: _____ Date: _____

Telephone: _____ Fax: _____

OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE STREET, ROOM 107
WALHALLA, SC 29691

Marianne Dillard, Purchasing Agent
Ann Albertson, Purchasing Assistant
Donna McAlister, Buyer

Telephone 864-638-4141
Fax 864-638-4142

Thank you for
giving me the opportunity
to bid, but I am not
a dealer for this
equipment. JH myd

DATE: October 11, 1999

BID NOTICE

Sealed bids for furnishing a hydroseeder for the Road Department subject to the conditions and provisions set forth in the attached bid package will be received at this office until Tuesday, October 26, 1999 at 2:00 p.m. and then publicly opened. The commodities and/or services must be furnished as described and specified in this package.

Bid price shall include delivery to Seneca, SC 29678.

Bids must be received either via mail or hand delivered in a **sealed envelope**. Faxed bids cannot be accepted.

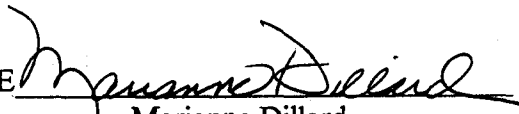
Please address mailed bids, Fed-Ex, UPS, or hand delivered bids to:

OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE STREET, ROOM 107
WALHALLA, SC 29691

Also, please show the following bid number on the lower left corner of the envelope:

BID NO. 99-16.

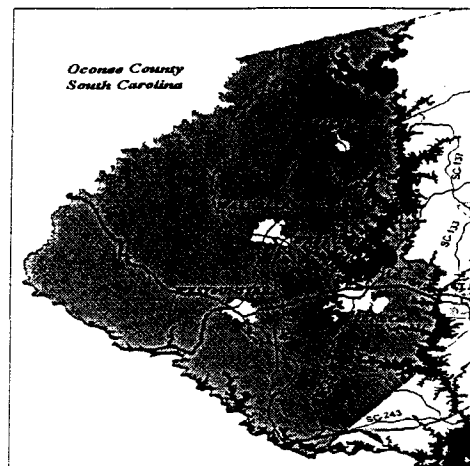
SIGNATURE



Marianne Dillard
Purchasing Agent

NOTICE: Some "Next Day" deliveries have not been getting to this office prior to the bid opening. Please be aware of this and make arrangements to have your bid here on time, as late bids will be rejected.

Oconee County Engineering
"Designing a Better Tomorrow"



MEMORANDUM

To: Interested parties

FROM: Jon

RE: HYDROSEEDER EQUIPMENT JUSTIFICATION

DATE: October 22, 1999

A hydroseeder is a piece of equipment used to spray a mixture of seed, straw, fertilizer and tack (a biodegradable compound to hold the mixture in place until seed can grow and place roots into soil). This equipment is used for seeded areas to stabilize them and for landscaping.

The solid waste department is under a DHEC mandate to seed unused portions of the C&D landfill and has requested this be performed by an outside vendor at an approximate budget of \$2083/acre. Materials are estimate at approximately \$400/acre.

Oconee County should purchase a hydroseeder. Some examples of what this piece of equipment would be utilized for are:

1. Landfill-compliance with DHEC mandates require us to plant grass on the unused portions of the C&D landfill. In addition disturbed areas need to be stabilized with vegetation. Because this is a dynamic process, we will be constantly disturbing and stabilizing areas at the C&D landfill for several years. Use of a hydroseeder will save the County money in both labor and contracted work costs.
2. Landfills-we have invested \$2.2 million dollars in our Seneca Landfill cap. Without a stable vegetative cover we may loose a portion of this cap. Although we have a vegetative cover established now and under warranty for another 6 months, the vegetative cover could be lost in the future due to dying vegetation and/or weather conditions. Protecting our investment will be much cheaper and easier utilizing a hydroseeder.

3. We have done a significant amount of earthwork for our various projects including the Motor Pool, Transfer Station, work around the landfill, Airport terminal building we have performed a majority of our seeding with our own staff. Seeding with straw on slopes is ineffective. Seeding by hand is labor intensive. Use of a hydroseeder is the optimal way to stabilize slopes and banks. It is also more cost effective than seeding by hand.
4. Use of hand spread seed to stabilize road shoulders is also ineffective. Traffic blows the seed and straw away. Rain also washes seed of the road shoulders. Without stabilized shoulders the soil washes away and eventually the road is damaged. Use of a hydroseeder is a superior cost effective method for stabilizing road shoulders.
5. Future infrastructure projects will also utilize this piece of equipment for rapid, cost effective stabilization of soils and landscaping. Some projects in the near future that will utilize this piece of equipment are, Pine Street, MCC#11, Motor Pool, 5-forks landfill methane, airport hangars, airport filling operations, airport safety area earthwork.



South Carolina

DEPARTMENT OF COMMERCE

Jim Hodges
Governor

Charles S. Way, Jr.
Secretary

October 25, 1999

Mr. Harrison Orr, Administrator
Oconee County Regional Airport
415 South Pine St.
Walhalla, SC 29691-2145

Subject: SCDOA Project No: 99-020, 99-021 Oconee County Regional Airport

Dear Mr. Orr:

We are pleased to inform you that the South Carolina Department of Commerce, Division of Aeronautics, has approved two of your Project Applications and awarded up to \$34,315.60 for improvements at the Oconee County Regional Airport. This grant represents the state's 5 percent share of eligible funds, 5 percent local funding of \$34,315.60, and 90% FAA funding of \$617,680.80, with project costs totaling \$686,312.00.

- 1) Relocate cemetery in Runway 7 safety area;
- 2) Preparation of plans and specifications through bidding for Runway 7/25 overlay; widening, and extension; apron rehabilitation and overlay; and runway safety area improvements. Cemetery analysis and relocation plan. Preliminary engineering for runway extension.

This grant may be used only for the programmed items. Except for necessary project formulation costs, such as planning/engineering cost and acquisition of easements for runway approach integrity, no costs incurred prior to your execution of the grant agreement will be considered eligible for state participation without prior agreement by the Aeronautics Division. This grant was approved based on your representations of local funding availability and your ability to proceed promptly with the project.

Please execute the enclosed grant agreements and return one copy to the Division at your earliest convenience. Note that an Affidavit of Non-Collusion is included in the package. You are to keep these and have them executed by the successful bidders, then transmit them to the Division.

The South Carolina Division of Aeronautics is pleased to have the opportunity to provide this assistance. If we can be of further service, please advise.

Sincerely,

T. E. Coward, II
Director

IEC/ds
Enclosure

AERONAUTICS DIVISION
Post Office Box 280068, Columbia, South Carolina 29228
2553 Airport Blvd., West Columbia, South Carolina 29170
(803) 896-6262 fax (803) 896-6277
www.callsouthcarolina.com

GRANT AGREEMENT
Part 1 - OFFER

Date of Offer: **October 25, 1999**

DOA Project No. **99-020**

TO: **Oconee County Regional Airport**
(herein referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Department of Commerce/Division of Aeronautics, herein referred to as the "Division".)

WHEREAS, The Sponsor has submitted to the Division a Project Application dated October 19, 1999, a grant of State Funds for a project for development of the "Oconee County Regional Airport", together with plans and specifications for such a project, which Project Applications, as approved by the Division is hereby incorporated herein and made a part hereof:

and

WHEREAS, the Division has approved a project for development of the Airport ("herein called the "Project") consisting of the following described airport development:

Relocate cemetery in Runway 7 safety area.

All as more particularly described in the property map and plans and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsors adoption and ratification of the acceptance of this offer and agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH THE SOUTH CAROLINA DIVISION OF AERONAUTICS, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

<u>Funding Source</u>	<u>Percent</u>	<u>Amount</u>
State	5%	\$20,959.10
Federal	90%	\$ 377,263.80
Sponsor	5%	\$20,959.10

for a total cost of **\$419,182.00** subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall be: **\$20,959.10*** which all parties to this Agreement understand may be subject to the prior and continuing approval of the South Carolina Budget and Control Board and the General Assembly and its component review committees.
2. The Division reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable cost of the Project unless this Offer has been accepted by the Sponsor 60 days from the above date of Offer or such longer time as may be prescribed by the Division in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the date of offer. If progress on the described project has not begun at that time, the funds will revert to the Division for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty years from the date of said acceptance.



STATE OF SOUTH CAROLINA
DIVISION OF AERONAUTICS

BY: _____

Director

Sponsor's Signature

Date

Title

PART II - SPONSOR ASSURANCES

1. The Sponsor shall:
 - (a) begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one year from award of this Offer;
 - (b) carry out and complete the project in accordance with the terms of this agreement, applicable policies of the Division, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - (c) carry out and complete the project in accordance with the plans and specifications and property map incorporated herein, including any revisions or modifications approved in writing by the Division. Sponsor further agrees to copy the Division as to all construction progress reports, payment applications, and completion documents and related correspondence within ten (10) days of document development or receipt.
 - (d) submit all planning documents to Division for review and approval; and
 - (e) notify the Division, in writing, of any improvements to the airport so that same may be incorporated into the South Carolina Airport System Plan.
2. The Sponsor shall operate and maintain the Airport as provided in the Project Application.
3. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, the Division of Aeronautics, on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
4. The Sponsor shall maintain the approaches to the airport in compliance with appropriate guidelines set forth in FAA Part 77 or other guidelines approved in writing by the Division. Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.
5. The Sponsor shall maintain property insurance on the project to cover any and all losses. The amount of the coverage shall, at a minimum, be equal to the total cost of the project.
6. The Sponsor's Request for Final Reimbursement must have been received within ninety (90) calendar days after the Final Inspection has been accomplished in order to close out the project in a timely manner.

PART III - ACCEPTANCE

_____ does hereby ratify and adopt (Sponsor) all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 19 _____

(Name of Sponsor)

BY _____

TITLE _____

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for

_____ do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said _____ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this _____ day of _____, 19 _____

Title _____

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

STATE OF _____

COUNTY OF _____

Personally appeared before me _____

being first duly sworn says that he is a member of the firm of

_____ and further says that his firm,

association, or corporation has not, either directly or indirectly, entered into any

agreement, participated in any collusion, or otherwise taken any action in restraint of

free competitive bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all

legal formalities required for the proper execution of affidavits pursuant to the laws of

his state have been complied with and further agrees, on behalf of himself, his firm,

association, or corporation, that in any subsequent prosecution for perjury of him, his

firm, association, or corporation, it shall not be a defense to such charge of perjury that

said formalities were not in fact complied with.

Legal Signature

SWORN to me before this _____ days of _____, 19 _____

Notary Public for _____

PREPARATION OF PLANS AND SPECIFICATIONS THROUGH BIDDING FOR RUNWAY 7/25 OVERLAY; WIDENING, AND EXTENSION; APRON REHABILITATION AND OVERLAY; AND RUNWAY SAFETY AREA IMPROVEMENTS. CEMETERY ANALYSIS AND RELOCATION PLAN. PRELIMINARY ENGINEERING FOR RUNWAY EXTENSION. - AIP #7 & SCDOA #99-021

AIP #7/SCDOA #99-021 ORIGINAL BUDGET:

\$203,112.00	FEDERAL (90%)
\$11,284.00	STATE (5%)
\$11,284.00	LOCAL (5%)
<u>\$225,680.00</u>	TOTAL PROJECT

AFTER THE GRANT WAS APPROVED, AN ADDITIONAL REQUEST FOR COST OVERRUNS WAS SUBMITTED TO COVER WORK AUTHORIZATION #99-04 FOR \$41,450.00. THE FAA AWARDED AN ADDITIONAL AMOUNT OF \$30,467.00 (15% OF \$203,112.00) INSTEAD OF \$37,305.00 (90% OF \$41,450.00). THE REASON IS THAT THE FAA HAS A GENERAL CONDITION THAT SAYS, "FAA MAY INCREASE A GRANT TO COVER THE AMOUNT OF THE OVERRUN ... BY NOT MORE THAN FIFTEEN PERCENT (15%) OF THE ORIGINAL GRANT AMOUNT". THE STATE PORTION WAS INCREASED BY \$2,072.50 (5% OF \$41,450.00) AND THE LOCAL PORTION INCREASED TO \$8,910.50 (5% OF \$41,450.00 PLUS \$6,838.00 NOT COVERED BY THE FAA CONDITION).

AIP #7/SCDOA #99-021 REVISED BUDGET:

\$233,579.00	FEDERAL	(\$203,112.00 PLUS 15% FOR COST OVERRUNS)
\$13,356.50	STATE	(5% OF TOTAL PROJECT)
\$20,194.50	LOCAL	(5% OF TOTAL PROJECT PLUS SHORTFALL OF \$6,838.00 DUE TO 15% CONDITION)
<u>\$267,130.00</u>	TOTAL PROJECT	

RELOCATE CEMETERY IN RUNWAY 7 SAFETY AREA – AIP#08 & SCDOA #99-020

AIP #8/SCDOA #99-020 ORIGINAL BUDGET:

\$377,263.80	FEDERAL (90%)
\$20,959.10	STATE (5%)
\$20,959.10	LOCAL (5%)
<u>\$419,182.00</u>	TOTAL PROJECT

DUE TO THE ATLANTA FAA OFFICE HAVING \$179.00 ADDITIONAL MONEY TO ADD TO THE PROJECT TOTAL, E.C. HUNNICUTT ADDED 90% OF THAT AMOUNT TO OCONEE COUNTY'S FEDERAL AMOUNT FOR THE AIP #8 GRANT. EVIDENTLY, THE STATE WAS NOT AWARE OF THIS LAST MINUTE CHANGE BY MR. ~~THE STATE MONEY DID NOT INCREASE ANY FROM THE ORIGINAL BUDGET.~~



South Carolina

DEPARTMENT OF COMMERCE

Jim Hoages
Governor

Charles S. Way, Jr.
Secretary

October 25, 1999

Mr. Harrison Orr, Administrator
Oconee County Regional Airport
415 South Pine St.
Walhalla, SC 29691-2145

Subject: SCDOA Project No: 99-020, 99-021 Oconee County Regional Airport

Dear Mr. Orr:

We are pleased to inform you that the South Carolina Department of Commerce, Division of Aeronautics, has approved two of your Project Applications and awarded up to \$34,315.60 for improvements at the Oconee County Regional Airport. This grant represents the state's 5 percent share of eligible funds, 5 percent local funding of \$34,315.60, and 90% FAA funding of \$617,680.80, with project costs totaling \$686,312.00.

- 1) Relocate cemetery in Runway 7 safety area;
- 2) Preparation of plans and specifications through bidding for Runway 7/25 overlay; widening, and extension; apron rehabilitation and overlay; and runway safety area improvements. Cemetery analysis and relocation plan. Preliminary engineering for runway extension.

This grant may be used only for the programmed items. Except for necessary project formulation costs, such as planning/engineering cost and acquisition of easements for runway approach integrity, no costs incurred prior to your execution of the grant agreement will be considered eligible for state participation without prior agreement by the Aeronautics Division. This grant was approved based on your representations of local funding availability and your ability to proceed promptly with the project.

Please execute the enclosed grant agreements and return one copy to the Division at your earliest convenience. Note that an Affidavit of Non-Collusion is included in the package. You are to keep these and have them executed by the successful bidders, then transmit them to the Division.

The South Carolina Division of Aeronautics is pleased to have the opportunity to provide this assistance. If we can be of further service, please advise.

Sincerely,

J. E. Coward, II
Director

IEC/ds
Enclosure

AERONAUTICS DIVISION
Post Office Box 286058, Columbia, South Carolina 29228
2555 Airport Blvd., West Columbia, South Carolina 29170
(803) 896-6262 Fax (803) 896-6277
www.cailsouthcarolina.com

GRANT AGREEMENT
Part 1 - OFFER

Date of Offer: October 25, 1999

DOA Project No. 99-020

TO: Oconee County Regional Airport
(herein referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Department of Commerce/Division of Aeronautics, herein referred to as the "Division".)

WHEREAS, The Sponsor has submitted to the Division a Project Application dated October 19, 1999, a grant of State Funds for a project for development of the "Oconee County Regional Airport", together with plans and specifications for such a project, which Project Applications, as approved by the Division is hereby incorporated herein and made a part hereof.

and

WHEREAS, the Division has approved a project for development of the Airport ("herein called the "Project") consisting of the following described airport development:

Relocate cemetery in Runway 7 safety area.

All as more particularly described in the property map and plans and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsors adoption and ratification of the acceptance of this offer and agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH THE SOUTH CAROLINA DIVISION OF AERONAUTICS, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

<u>Funding Source</u>	<u>Percent</u>	<u>Amount</u>
State	5%	\$20,959.10
Federal	90%	\$ 377,263.80
Sponsor	5%	\$20,959.10

for a total cost of \$419,182.00 subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall be: \$20,959.10* which all parties to this Agreement understand may be subject to the prior and continuing approval of the South Carolina Budget and Control Board and the General Assembly and its component review committees.
2. The Division reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable cost of the Project unless this Offer has been accepted by the Sponsor 60 days from the above date of Offer or such longer time as may be prescribed by the Division in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the date of offer. If progress on the described project has not begun at that time, the funds will revert to the Division for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty years from the date of said acceptance.



STATE OF SOUTH CAROLINA
DIVISION OF AERONAUTICS

BY: [Signature]
Director

Sponsor's Signature Date

Title

FAX TRANSMITTAL

To: Linda
 From: E.C. Hurni
 Date: 10/30/99
 Phone: 864/305-7195
 Fax: 864/338-4241

APPLICATION FOR FEDERAL ASSISTANCE		1. DATE SUBMITTED September 28, 1999	Applicant Number AP-3-45-0018-08
2. TYPE OF ASSISTANCE <input type="checkbox"/> Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	3. DATE RECEIVED BY STATE	4. DATE RECEIVED BY FEDERAL AGENCY	State Application Number AP-3-45-0018-08
APPLICANT INFORMATION		5. ORGANIZATION Oconee County Regional Airport, South Carolina Oconee County	
6. ADDRESS (Use Box 20000, 2001, etc. for street) Oconee County Regional Airport 365 Airport Road Seneca, SC 29878 (OCONEE COUNTY)		7. NAME AND TELEPHONE NUMBER OF PERSON TO BE CONTACTED ON MATTER INVOLVING THIS APPLICATION (Use Box 2001) Mr. Harrison E. Orr, County Supervisor (864) 638-4244	
8. FEDERAL IDENTIFICATION NUMBER (Use) 57-6000391		9. TYPE OF APPLICANT: (check one) <input type="checkbox"/> A. State <input type="checkbox"/> B. County <input type="checkbox"/> C. Municipal <input type="checkbox"/> D. Township <input type="checkbox"/> E. Interstate <input type="checkbox"/> F. Intermunicipal <input type="checkbox"/> G. Special District <input checked="" type="checkbox"/> H. Independent School Dist. <input type="checkbox"/> I. State Controlled Institution of Higher Learning <input type="checkbox"/> J. Private University <input type="checkbox"/> K. Indian Tribe <input type="checkbox"/> L. Individual <input type="checkbox"/> M. Public Organization <input type="checkbox"/> N. Other (Specify)	
10. TYPE OF ASSISTANCE <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision Indicate, under appropriate letter(s) in box(es) <input type="checkbox"/> A. Increase Award <input type="checkbox"/> B. Decrease Award <input type="checkbox"/> C. Increase Duration <input type="checkbox"/> D. Decrease Duration Other (specify)		11. NAME OF FEDERAL AGENCY: Federal Aviation Administration	
12. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20108		13. PROJECTIVE TITLE OF APPLICANT'S PROJECT: Relocates cemetery located in Runway 7 Safety Area.	
14. AREAS AFFECTED BY PROJECT (State, County, etc.) Oconee County, South Carolina			
15. PROPOSED PROJECT		16. CONGRESSIONAL DISTRICTS OF	
Plan No. 0201/00	Entry Cost 11/01/99	Terch	Elevation
17. ESTIMATED FUNDING		18. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12172 (PROCENT)	
1. Federal \$ 377,425	2. Applicant \$.00	<input checked="" type="checkbox"/> a. YES THIS APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12172 PROCEDURE FOR REVIEW ON DATE September 28, 1999	
3. State \$ 20,968	4. Local \$ 20,968	<input type="checkbox"/> b. NO PROGRAM IS NOT COVERED BY EO 12172	
5. Other \$.00	6. Program Income \$.00	<input type="checkbox"/> c. OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
7. TOTAL \$ 419,361	8. TOTAL \$ 419,361	19. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes", attach an explanation <input checked="" type="checkbox"/> No	
20. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
21. Name of Authorized Representative Harrison E. Orr Harrison E. Orr		22. Title County Supervisor	23. Telephone Number (864) 638-4244
24. Signature of Authorized Representative		25. Date Signed 9-29-99	

Previous Editions Not Usable

Authorized for Local Reproduction
 DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

Standard Form 424 (REV 4-83)
 Prescribed by OMB Circular A-102



U. S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

Date of Offer: September 29, 1999

Project Number: 3-45-0016-08
Contract Number: DTFA06-99-A-80245

RECIPIENT: Oconee County (Herein called Sponsor)
Airport: Oconee County Regional Airport

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share of ninety percent of the allowable costs incurred in accomplishing the project consisting of the following:

Improve Runway Safety Area, Phase II (Cemetery Relocation)

as more particularly described in the Project Application dated September 22, 1999.

The maximum obligation of the United States payable under this Offer shall be \$377,425 for airport development. This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Manager Airports District Office

Proposed Budget
Oconee County Regional Airport
Cemetery Relocation

AIP # 8

Administrative Expenses	\$ 2,000.00
Legal	1,500.00
DBE Plan and Verification	5,375.00
Grave Relocation	340,581.00
Archeological Services	49,425.00
Project Assistance and Administration	16,000.00
Cemetery Survey	4,301.00
Total Proposed Budget	\$419,182.00
Federal Share (90%)	377,263.80
State Share (5%)	20,959.10
Local Share (5%)	20,959.10



U.S. Department
of Transportation
Federal Aviation
Administration

Airports District Office, FAA
Campus Building
1701 Columbia Avenue, Suite 2-260
College Park, Georgia 30337-2747
(404) 305-7150 FAX: (404) 305-7155

August 30, 1999

The Honorable Harrison E. Orr
Supervisor-Chairman
Oconee County Council
415 South Pine Street
Walhalla, South Carolina 29691

Dear Mr. Orr:

This is in response to your letter dated July 27, 1999, requesting an amendment to the grant agreement for Airport Improvement Program (AIP) Project No. 3-45-0016-07 for cost overruns.

This letter effects the amendment as requested for AIP Project No. 3-45-0016-07, Contract No. DTFA06-99-A-80017, at Oconee County Regional Airport, Clemson, South Carolina, and commits the United States to the obligation of an additional amount to this project in accordance with General Condition III.H. of the master agreement dated June 2, 1997.

The additional amount is \$30,467; the current maximum obligation is \$233,579.

Under the terms of the grant agreement, this document is incorporated into and constitutes Amendment No. 1 to the above-referenced grant agreement.

Sincerely,

Scott L. Seritt
Manager

cc:
Division of Aeronautics, SC Department of Commerce

Proposed Budget
Oconee County Regional Airport

AIP # 7

1.	Administrative Expense <i>Our Cost</i>	16,000.00
2.	Preliminary Engineering	
	DBE Plan Update .. <i>98-02</i>	4,180.00
	Cemetery Analysis and Relocation Plan .. <i>98-05</i>	14,140.00
	Update Airport Layout Plan .. <i>98-06</i>	3,910.00
	Preliminary Engineering for Runway Extension <i>98-06</i>	
	Project Formulation/Development Phase	3,010.00
	Preliminary Engineering	37,930.00
	Special Services - Survey and Subsurface Investigation	46,550.00
3.	Design Engineering	
	Runway 7-25 Rehabilitation and Overlay <i>98-02</i>	
	Project Formulation/Development Phase	4,650.00
	Preparation of Plans and Specifications	44,010.00
	Apron Rehabilitation and Overlay <i>98-03</i>	
	Project Formulation/Development Phase	1,950.00
	Preparation of Plans and Specifications	24,610.00
	Runway Safety Area Improvements <i>98-04</i>	
	Project Formulation/Development Phase	1,900.00
	Preparation of Plans and Specifications	22,840.00
	Total Proposed Budget	225,680.00
	Federal Share (90%)	203,112.00
	State Share (5%)	11,284.00
	Local Share (5%)	11,284.00

Oconee County Voter Registration Election Commission

BOARD MEMBERS:

ROBERT O. BROCK, CHM.
[REDACTED]

FLORA M. RILEY
LINDA R. CRENSHAW
EDWIN T. MITCHELL
[REDACTED]

415 S. PINE STREET
WALHALLA, SOUTH CAROLINA 29691-2145
PHONES: 638-4196-4198
FAX: (864) 638-4197

TAMI TAYLOR-HALL
DIRECTOR

TO: Supervisor Harrison Orr

FROM: Tami Taylor-Hall *TH*

RE: Purchase of Computer Equipment

DATE: October 22, 1999

As per our conversation on Wednesday, I am herewith requesting approval to purchase a laptop computer with television output. This purchase was approved in our 1999 – 2000 Budget. The laptop will be used with existing election software during the election counting process. This laptop was requested and needed for its portability between office and election counting sites.

I appreciate your consideration of this matter. Upon your approval, I will forward the appropriate requisition to the Purchasing Department for bid orders.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 99-16**

“AN ORDINANCE TO PROVIDE FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$1,500,000 FROM THE FUND BALANCE ACCOUNT OF OCONEE COUNTY, SOUTH CAROLINA FOR THE CONSTRUCTION OF “T” HANGARS AND CORPORATE HANGARS AT THE OCONEE COUNTY REGIONAL AIRPORT AND OTHER MATTERS RELATING THERETO”

WHEREAS, Oconee County heretofore adopted Oconee County Ordinance 99-5, known as the Oconee County Budget Ordinance for fiscal year 1999-2000; and

WHEREAS, Section 4-9-140 of the Code of Laws of South Carolina (1976), as amended, provides that a County Council may make supplemental appropriations which provide that funds appropriated in the annual budget may be transferred for purposes other than as specified in such annual budget when such transfers are approved by the County Council; and

WHEREAS, the Oconee County Council has identified a need for additional “T” hangars and corporate hangars at the Oconee County Regional Airport and has deemed it appropriate to construct such hangars at a cost not to exceed \$1,500,000; and

WHEREAS, the County Council has determined that the construction of such hangars would benefit the general public welfare of the County and other purposes; and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina (1976), as amended, provides that a County Government has the power and authority to construct improvements and facilities as needed for county purposes.

NOW THEREFORE, be it ordained by the Oconee County Council in session duly assembled with a quorum present and voting, as follows:

SECTION I: It is hereby ordered that an amount not exceeding the sum of \$1,500,000 shall be transferred from the fund balance account of Oconee County to such operational accounts as may be directed by the Supervisor of Oconee County to be used for the purpose of constructing additional aircraft hangars at the Oconee County Regional Airport.

SECTION II: The Supervisor-Chairman of the Oconee County Council, the Clerk to the County Council and the Finance Director for Oconee County and any other proper officer(s) of the County, shall be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to cause to be done any and all acts and things necessary or proper for carrying out the transaction contemplated by this Ordinance.

SECTION III: The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a Court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

SECTION IV: All orders, resolutions, Ordinances or parts thereof in conflict herewith are, only to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Enacted on Third and Final Reading this -----day of -----, 1999, Oconee
County, South Carolina.

Harrison E. Orr
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Clerk to County Council

City of Walhalla
206 North Church Street
Post Office Box 1099
Walhalla, South Carolina 29691

(864)638-4343

Fax(864)638-4357

September 13, 1999


The Honorable Harrison Orr
Oconee County Supervisor
415 South Pine Street
Walhalla, South Carolina 29691

Dear Harrison:

On behalf of the Walhalla City Council, I respectfully request that consideration be given by the Oconee County Council in donating the Earle House to the City of Walhalla so it may be moved to the Depot Park.

Your consideration and that of the Council would be greatly appreciated.

Sincerely,



Vickie L. Satterfield
City Administrator

BIDDER	Triad Constr.	Matrix Constr.	Christman & Parsons	D M Const.
Hangar "A"	70,650.00	104,935.00		108,000.00
Hangar "B"	85,845.00	121,651.00		142,000.00
Hangar "D"	109,555.00	146,753.00		210,000.00
Hangar "E"	156,630.00	205,673.00		258,000.00
Hangar "F" and "G"	243,334.00	324,316.00		368,000.00
Finish Grading	10,000.00			
Sub-total	* \$781,550.00	*\$809,349.00	\$978,498.00	\$1,086,000.00
Alternate 1 - Hangar "A"	39,900.00	47,823.00	47,209.00	47,900.00
Alternate 2 - Hangar "H"	130,700.00	152,090.00	162,991.00	184,000.00
Alternate 3 - Hangar "I"	130,700.00	152,090.00	162,991.00	184,000.00
GRAND TOTAL	\$1,082,850.00	\$1,161,352.00	\$1,351,689.00	\$1,501,900.00
Addenda Received	1 and 2	1 and 2	1 and 2	1 and 2
Proposal Good For	90 days	90 days	90 days	90 days
Manufacturer	Erect-A-Tube	Erect-A-Tube	Erect-A-Tube	
	*Includes general conditions & fees not listed in individual totals above.	*Deleted \$84,000.00 if A G are done at one time. Deleted \$9,979 also.		
Committee Scoring	596	547	514	501
Attended Bid Opening:	Marianne Dillard, Jon Caime, Harrison Orr, Marion Lyles, Ann Albertson, Jamie Buchanan,			
bidtab99-11, Revised.xls	Carl Shipman, Bob Barthalomew and Ed Calloway			

BIDDER	Triad Constr.	Matrix Constr.	Christman & Parsons	D M Const.
Hangar "A"	70,650.00	104,935.00		149,900.00
Hangar "B"	85,845.00	121,651.00		175,400.00
Hangar "D"	109,555.00	146,753.00		207,900.00
Hangar "E"	156,630.00	205,673.00		258,500.00
Hangar "F" and "G"	243,334.00	324,316.00		423,500.00
Finish Grading	10,000.00			
Sub-total	* \$781,550.00	\$903,328.00	\$1,027,477.00	\$1,215,200.00
Alternate 1 - Hangar "A"	39,900.00	47,823.00	47,209.00	47,900.00
Alternate 2 - Hangar "H"	130,700.00	163,950.00	169,798.00	211,750.00
Alternate 3 - Hangar "I"	130,700.00	163,950.00	169,798.00	211,750.00
GRAND TOTAL	\$1,082,850.00	* \$1,279,051.00	\$1,414,282.00	\$1,686,600.00
Addenda Received	1 and 2	1 and 2	1 and 2	1
Proposal Good For	60 days	90 days		90 days
Manufacturer	Erect-A-Tube	Erect-A-Tube	Erect-A-Tube	
	*Includes general conditions & fees not listed in individual totals above.	*Delete \$84,000.00 if A - G are done at one time.		
Attended Bid Opening:	Marianne Dillard, Jon Caime, Harrison Orr, Marion Lyles, Ann Albertson, Jamie Buchanan,			
bidtab99-11.xls	Carl Shipman, Bob Barthalomew and Ed Calloway			

JAMES M. BROWN ELEMENTARY

225 COFFEE ROAD

WALHALLA, SC 29691

October 26, 1999

Dear Mr. Orr,

We would like to issue you a special invitation to visit James M. Brown Elementary School. We have worked hard to begin developing a nature trail in the woods out back, and we would like to show it to you, so bring along your walking shoes!

Last year, Bill Murrell, a naturalist from Jones Gap State Park, worked with us to design the trail. While he worked with us, he commented several times on how fortunate we are to have that special area as a part of our campus: a creek meanders through it, animal tracks show that wildlife are present, and there are four distinct habitats.

Our trail stays on the school's side of the creek. We dream of expanding with a little bridge to the other side of the creek in the future which would allow the neighborhood children there the option of walking to school- as their siblings did when we were located at Pine Street Elementary. At this time, no children are allowed to walk to school.

Only our hardy teachers have taken students on this new trail so far. It is a rough walk and the school maintenance department is not able to keep it cut enough to contain the wild growth. We need a surface on the path to make it more accessible and to control the growth.

Last week, we spoke with three rock suppliers. One Mountain Rest contractor even came out to visit on Sunday afternoon, and offered a "deal" (to be discussed later, he said) on hauling rock. But it seems that the cost of getting rock is not to be found in our budget. We are told that our 2-mile trail (at 5 feet wide and 2 inches thick) would require close to 400 tons of gravel.

We respectfully request that Oconee County Council donate this rock to us from the Rock Crusher plant. This project benefits not only our students but our community as well. Last Thursday, we received a call from AmeriCorps asking if we could use their help, and we would like to arrange for them to help us apply this rock in February.

Thank you for considering our request. We look forward to hearing from you. Working in collaboration, we can continue to provide the best learning experiences for our children.

Sincerely,

Kathy Crain

Kathy Crain

Resource teacher and chair of the Habitat Team

PHONE: (864) 638-4580